

**FOR COUNTY USE ONLY**

County of San Bernardino

F A S**STANDARD CONTRACT**

New	Vendor Code		SC	Dept.	A	Contract Number	
<input checked="" type="checkbox"/> Change	REGENTS788					02-741 A-1	
<input type="checkbox"/> Cancel							
County Department			Dept.		Orgn.	Contractor's License No.	
Department of Public Health			PHL				
County Department Contract Representative			Telephone		Total Contract Amount		
Antoinette (Toni) Hanson			(909) 388-0276		\$342,412		
Contract Type							
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
		03/01/2002		12/31/2005		\$300,000	\$42,412
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
AAA	PHL	3715	200	2445		\$342,412	
Project Name				Estimated Payment Total by Fiscal Year			
AIDS Regional				FY	Amount	I/D	
Information and							
Evaluation System							
(ARIES)							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Public Health, hereinafter called the County, and

Name

The Regents of the University of California

hereinafter called

Contractor

Address

1111 Franklin St, 7th FloorOakland, CA 94607-5200

Phone

(510) 987-9849

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:**AMENDMENT NO. 1**

It is hereby agreed to amend Contract number 02-741 as follows:

SECTION IV. Contractor General Responsibilities:

Amend Paragraph G to read as follows:

“ G. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.”

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Amend Paragraph I to read as follows:

“ I. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.”

Delete Paragraph K in its entirety.

Add Paragraph T to read as follows:

“ T. Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining approval from the County Administrative Officer or his/her designee. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be responsible for the oversight of any subcontractor subject to the ARIES Partners meeting their obligations set forth in Section III, Paragraph B.

SECTION VI. Fiscal Provisions:

Amend Paragraph A to read as follows:

“The maximum amount of payment under this Contract shall not exceed \$342,412 for services provided under this Contract and shall be made available as follows: \$139,703 for services provided March 1, 2002 through February 28, 2003, \$160,297 for services provided March 1, 2003 through February 28, 2004 and \$42,412 for services provided February 29, 2004 through December 31, 2005 and shall be subject to availability of funds to the County to be paid in. The consideration to be paid to the Contractor, as provided herein, shall be in full payment for all of the Contractor's services and expenses incurred in the performance hereof, including travel and per diem.” Final payment shall be paid by January 31, 2005.

Amend Paragraph B to read as follows:

“The Contractor shall be paid according to the following schedule based on the Timeline (Attachment B) dated September 2004:

Benchmark	Amount of Payment
(1) Release of Request for Proposal(s)	\$60,000
(2) Initiation of ARIES Project	\$60,000
(3) Distribution of Software Prototype	\$75,000
(4) Alpha Testing	\$45,000
(5) Beta Testing	\$30,000
(6) Completion of development of ARIES software/Training of ARIES partners	\$30,000
(7) Extended maintenance period	\$42,412
TOTAL AMOUNT OF CONTRACT	\$342,412”

Amend Paragraph C to read as follows:

“The Contractor shall provide invoices to the County within (15) fifteen business days following the completion of the items in the above timeline, except for the final payment which shall be paid by January 31, 2005. The

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approval process for payment of the submitted invoices shall include consideration of the performance indicators detailed on the Timeline (Attachment B) dated September 2004, and the Budget (Attachment C) dated September 2004 that are attached hereto and incorporated herein by this reference.

Invoices shall include the San Bernardino County Contract Number (**Contract #02-741**).

Invoices shall be submitted to:
County of San Bernardino
Department of Public Health
Daniel Perez, Program Coordinator
1280 Cooley Drive, Suite C
Colton, CA 92324"

SECTION IX, Term:

Amend Section IX to read as follows:

"This Contract is effective as March 1, 2002 and is extended from its original expiration date of February 28, 2004, to expire on December 31, 2005 but may be terminated earlier in accordance with provisions of this Contract as stated in Section X, Early Termination."

ATTACHMENT B:

Timeline: Add Attachment B dated September 2004.

ATTACHMENT C:

Budget: Add Attachment C dated September 2004.

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All other terms and conditions remain in full force and effect.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Samuela Evans
(Print or type name of person signing contract)

Title Contracts and Grants Officer
(Print or Type)

Dated _____

Address 1111 Franklin Street, 7th Floor
Oakland, CA 94607-5200

Approved as to Legal Form

►
Scott Runyan, Deputy County Counsel

Date _____

Reviewed by Contract Compliance

►
Lori Ciabattini, HSS Contracts Unit

Date _____

Presented to BOS for Signature

►
James A. Felten, Director, Public Health

Date _____

**Auditor/Controller-Recorder
Use Only**

☐ Contract Database ☐ FAS

Input Date	Keyed By
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